



SEASONAL SHARED TENANCY AGREEMENT

Tenant Name: _____ **Email:** _____

(The term “the Tenant” applies to each named tenant. Each individual tenant enjoys the full rights and is fully responsible for the obligations set out in this Agreement and their obligations shall be joint and several). This is not an Alberta Tenancy, it is a short term Seasonal Shared Tenancy for communal joint tenancy.

Address of The Property: _____

Together with the fixtures and fittings and also the items set out in the inventory (if applicable).

The Term:

Fixed term commencing on:(Date) _____, and expiring at 11am on: _____

Payment for Seasonal Accommodation

Registration Fee (see below) is payable in full prior to arrival. Monthly instalments to be received on or before the 1st of each month. Instalment payments paid after the 1st of each month will be subject to late fees, \$25/ week. The Deposit cannot and will not be used towards monthly payments due.

Initials: _____ Monthly amount:\$ _____

Method of Payment

Payments can be made by wire transfer to our Canadian Bank, deposited to our account at the Banff Branch of the Bow Valley Credit Union, e-transfer (for those with a Canadian bank accounts), or RentMoola.com who offer an easy online system for rent payments, allowing tenants to use debit or credit card.

Registration Fee

The Booking Fee of \$550 includes a refundable Damage Deposit of \$300 and a non-refundable Registration Fee of \$250. The Registration Fee covers costs of referencing, tenancy agreement, schedule of condition and check in costs if and as required and taxes as required. The booking fee is not refundable should you subsequently withdraw from the process.

Terms and Conditions

1 General

1.1 In this Agreement any reference to the masculine includes the feminine.

1.2 This Agreement is for an Assured Seasonal Tenancy.

2 The Property

2.1 The Property is the Property specified above, and where applicable, together with any outside space or garden and the Landlords fixtures and fittings in the premises or as stated in the inventory (if any).

2.2 Properties are all located in Banff National Park. Rules and bylaws are in place to protect the safety and security of those occupying the town as well as the National Park. There are several Town of Banff Bylaws which must be respected and followed including; noise, garbage disposal, snow removal, neighbourhood noise, travelling in groups, and the right to reside clause.

3 Payment For Seasonal Accommodation

3.1 The Tenant shall pay as outlined by the payment terms and conditions of BanffAccommodation and/or GapYearCanada Ltd, a Registered Canadian business subject to required GST, local taxes are included.

4 The Deposit

4.1 The Deposit will be held in trust during tenancy.

4.2 The Deposit will act as security against breach by the tenant of any part of this agreement at any time including compensation for cleaning, damage to the premises, its fixtures and fittings or for missing items for which the tenant may be liable subject to an appointment or allowance for fair wear and tear.

4.3 The deposit shall not be treated as monthly instalments for seasonal accommodation, all payments are required to be paid in full to the end of the tenancy. Any unpaid instalments and or late fees will be deducted from the deposit.

4.4 We will endeavour to return the deposit, less any deductions, within 10 days. We will return the balance of the deposit less any deductions made for carpet cleaning, cleaning, damages or missing items. This will be returned via cheque to the named tenant, unless requested otherwise in advance. If an international bank transfer is requested in advance there may be a charge of \$30 levied per transfer to cover banking fees.

4.4.1 Possession of the property has been returned to the landlord

4.4.2 All keys have been returned to the landlord

4.4 Where more than one person occupies the premises, the first person who moves into the property will complete a Check-In Schedule to confirm that the property is in the appropriate condition.

4.5 Deposits are payable per person but should any damages be more than an individuals deposit, the costs of repairs will be covered by the group deposit unless the individual(s) responsible pay the additional cost of repairs by the move out date.

Initials _____

5 Forfeiture and Interest on Payments in Arrears

5.1 Where the instalment payment, any part of it, or any other sum due from the Tenant under this Agreement, is in arrears of 7 days or more after it has become due, whether legally demanded or not, or the Tenant has breached any of the terms of this Agreement, then the Landlord shall be entitled to end the Tenancy either (a) by serving the appropriate notice or (b) by re-entering the property if it is no longer occupied by the Tenant. If the Landlord exercises this right of forfeiture, it shall be without prejudice to the other rights and remedies of the Landlord.

5.2 Where the instalment payment or any other sum due by the Tenant under this Agreement is in arrears, whether legally demanded or not, the outstanding sum shall be subject to interest from the date when the same became due until the date of payment, at the rate of 5% above the Canadian banking rate.

5.3 Where the instalment payment or any other sum due by the Tenant under this Agreement is in arrears, whether legally demanded or not, an administration fee of \$20 per week will be charged until the arrears are paid in full.

6 Insurance

6.1 Tenants should be aware that the Landlord's property insurance does not cover tenants' possessions. Tenants should insure their own belongings, usually available through your travel insurance.

6.2 The Tenant shall not (nor allow others to) do anything that will adversely affect the Landlord's insurance of the Property and shall make good to the Landlord any loss or extra expense arising from a breach.

7 Cooperative Living Environment

7.1 This is a cooperative living environment. You are required to participate in the cleaning and maintenance of kitchen, bathrooms and living areas as well as garbage duties and snow removal.

8 Communal Areas

8.1 The Tenant shall take reasonable care to keep the common entrances, halls, stairways, passageways and any other common parts including their light bulbs, in reasonable repair and fit for use by the Tenant and other occupiers and visitors to the Property.

8.2 The Tenant shall take reasonable care to ensure common parts of the Property are kept clear of hazards and obstructions.

8.3 The Tenant shall not store bikes inside the property. Please use bike racks outside.

8.4 Smoke Alarms may not be disconnected, fines can be levied of \$150 for disconnected Smoke Alarms please contact property managers if you have issues with smoke alarms.

8.5 Do not hang laundry or towels to dry on balconies or decks facing the streets.

8.6 Coin operated laundry are available in most properties. Use the dryer or hang clothes only in your own bedroom to dry. Remove lint from dryer after use, lint build up is a fire hazard. Keep laundry area tidy & remove your laundry when complete for other tenants to have access. Do not dry clothes in the mechanical / furnace rooms.

8.7 Remove shoes/boots upon entrance to house and store on shoe racks to prevent damage to floors/carpet.

8.8 Store ski/snowboard equipment in designated areas or in your bedroom; NOT in the living room where floors and walls can be damaged by sharp edges. The living room is more enjoyable if smelly boots and clutter does not accumulate.

8.9 Ski and snowboard maintenance (waxing, scraping etc) can be done outside only.

8.10 Irons (for clothes or hair) should be stored safely & turned off after use. Burns to the carpet are expensive.

8.11 Burning of incense is not permitted.

9 Use and Condition of Property

9.1 The Tenant shall use the Property for residential purposes for occupation by the Tenant only and shall not (nor allow others to) operate a business at the property or use it for any improper, immoral or illegal purposes. NO Tenant shall have a guest or guests to stay at the property for more than two consecutive nights or on a regular basis

Initials _____

9.2 The Tenant shall keep the Landlord's furniture, fixtures, fittings and effects in the Property in at least as good repair and condition as they were at the start of the tenancy and shall make good all damage and undue wear and replace with similar articles of equal value all articles which are destroyed or lost or damaged or unduly worn and incapable of reinstatement. The Tenant shall not bring in any extra mattresses to the property without prior permission or remove any of the furniture, fixtures, fittings and effects from the Property nor from the rooms in which they are in.

9.3 Please do not take indoor furniture outside.

9.4 The Tenant shall replace all broken glass, electric light bulbs, and lost or damaged keys as and when necessary and at the end of the tenancy prior to the check out appointment.

9.5 The Tenant agrees to remove all snow & ice from sidewalks, walk ways and driveways within 24 hours of snowfall. If the landlord has to remove snow or Ice, the Tenants will be charged at a rate of \$35/hour and will be deducted from Deposits.

10 Assignment - Sublet

10.1 The Tenant shall not assign, sublet, charge or part with or share possession or occupation of the Property or any part thereof without the prior written consent of the Landlord.

10.2. \$150 Admin Fee applies to Tenants wishing to re-assign their tenancy to another individual.

10.3. **Sublet and replacement tenants will not be approved for final month of tenancy.**

10.4. If a Tenant vacates their room before a suitable sublet is arranged and confirmed with a payment, the tenants damage deposit will be held to cover any unpaid rent or unpaid fees.

11 Nuisance

11.1 The Tenant shall not (nor allow others/guests) to cause nuisance, antisocial behaviour, damage, disturbance, injury, inconvenience or annoyance to the Landlord, the Landlords employees, Agents or Contractors, other tenants or any neighbours or to any of their property. The Tenant shall be responsible for their guests at all times, especially when arriving or leaving the property.

11.2 No tenant shall disturb other tenants after 11pm (be respectful of TV, loud music, talking and guests)

11.3 All chalets are located in residential Neighbourhoods. Respect neighbours and abide by the Town of Banff Noise Violation By-Laws which require you to be quiet after 10:30pm and be vigilant in warmer weather and it is light out later in the summer. Noise levels travel, especially when you are in groups and officers can fine you for noise or disruption.

11.4 Drinking alcohol in public areas is not allowed in Banff and subject to fines. Please refrain from drinking on the streets, or on your way to and from town.

11.5 NO HOUSE PARTIES ARE PERMITTED. Maximum non registered guests allowable is equal to the number of tenants in your home, to a maximum of 10 persons. Fines for complaints after 10:30 will result in \$250 house fine due at invoice and **not** to be deducted from Security Deposits; fines for house parties or noise violations double at New Years.

12 Damages

12.1 The Tenant shall not (nor allow others to) cause any damage or injury to the exterior, structure or any part of the Property. Damage to the property will be assessed and repair estimates and cost will be covered by those responsible. If someone is causing or has caused damage to the property, please let your property manager know as soon as possible so damage can be assessed and repaired. If there are Damages that you notice upon moving into the property that have not been addressed, please notify your property manager immediately, in writing.

13 Alterations to Property

13.1 The Tenant shall not (nor allow others to) make any alterations, improvements or additions to the Property, including erection of rails/jumps for skateboarding or riding in the winter months, external and/or internal decoration and additions to or alterations to, the Landlord's installations, fixtures and fittings without the Landlord's written consent. The Tenant shall not (nor allow others to) remove any of the items specified in the inventory (if any) or any of the Landlord's possessions, from the premises.

13.2 The tenant shall not glue, stick (particularly with blue tack), nail, screw or otherwise fix anything whatsoever to the interior or exterior of the Property or its contents without the Landlord's written consent.

14 Locks and doors

14.1 The Tenant shall not alter or change or install any locks on any doors or windows in or about the Property or have additional keys made for any locks without the prior written consent of the Landlord. Any damage to the doors, frames or walls caused by this will be chargeable in full to the tenant, and due upon invoice.

14.2 If you lose or break your key, the replacement key cutting fee is \$25/key.

15 Children and Pets

15.1 Without the express written permission of the Landlord, the Tenant shall not (nor allow others to) keep or allow children under the age of 18 or pets of any kind on the premises.

16 Cleaning and Maintenance

16.1 We strive to ensure all properties are handed over in a clean/tidy condition at the start of tenancy. The Tenant shall notify the landlord immediately if the property is not in a clean condition as we would be unable to address this issue after you have moved in. The tenant must keep the interior of the premises clean, tidy, in good repair and condition and in good decorative order. The Landlord provides and maintains a vacuum cleaner for this purpose, and tenants provide their own cleaning supplies as required.

16.2 The Tenant is responsible for cleaning, maintaining and keeping free from all blockages and obstructions all baths, sinks, lavatories, cisterns, drains, and the like.

*DO NOT put bacon fat or grease down the sink! A jar next to the sink is best to dispose of when cold.

Initials _____

16.3 The Tenant is responsible for keeping clean; carpets, curtains, furnishings or other items listed in the inventory (if any).

16.4 The Tenant is responsible for the cleaning insides of all windows.

16.5 The Tenant shall ensure that rubbish is removed from the Property as needed, and disposed of in local bear proof containers.

16.6 The Tenant shall keep in good repair and condition the exterior of the front door to the Property.

17 Garden/Patio/Deck/Driveways/Sidewalks

17.1 The Tenant is responsible for keeping areas neat and tidy, free from rubbish and walkways and sidewalks cleared of snow and ice (within 24 hours of accumulation) as required and subject to fines as per Town of Banff and National Park regulations.

18 Repairing Damage

18.1 The Tenant agrees to make good any damage to the Property, to the Landlords fixtures and fittings or to the common parts caused by the Tenant or any visitor of the Tenant to the Property, fair wear and tear excepted, and to pay any costs incurred by the Landlord carrying out such works in default.

19 Reporting Disrepair

19.1 The Tenant shall report immediately to the Landlord any disrepair or defect in respect of the Property or the fixtures and fittings and report any failure of mechanical or electrical appliances. Damages or water leaks left unattended can cause further damage if left unattended, leaky toilets, sinks and showers can incur excessive water bills. Keep area under the sink clean and free of debris (like plastic garbage bags) which make it difficult to detect any leaks from pipes.

20 Utilities & Wifi

20.1.1 HEATING is set to a comfortable level by programmable thermostats. Additional charges can be incurred if timers or thermostats are adjusted or if there is excessive usage. Please contact your property manager if the chalet is too hot or too cold so adjustments can be made accordingly. Note: Banff is in the mountains; an extra layer of clothing may be required sometimes. Mountain air is dry and if the heat is too high this could increase levels of humidity causing sore throats and headaches.

Initials _____

20.2 Your property comes with free broadband internet access, this service does not form any part of the rent and that it is supplied free of charge. Compensation will not be considered if the broadband internet is not working or not operating on a high enough bandwidth.

21 WIFI Copyright Licensing

21.1 Downloading of illegal content will jeopardize internet availability and usage for the entire house.

21.2 TV's are provided, cable subscriptions are not. Streaming device (Apple TV or similar) is provided.

22. Rights of Access

22.1 The Tenant shall allow the Landlord, the landlords employees, agents or contractors access to the Property at reasonable hours, to inspect the condition of the Property or to carry out repairs or other works to the Property or any adjoining property or to carry out maintenance of the appliances or for any purpose connected with the interest of the Landlord in the Property or their disposal, change or demise with or without any prospective tenants or purchasers. The property maintenance team will carry out regular monthly inspections. The landlord or maintenance normally give notice, but cannot guarantee to do so at all times and thus have access to communal property areas 24 hours without notice. In the event of an emergency the Tenant should always allow immediate access.

22.2 If the property is not being looked after, or if there is excessive mess, the landlord, landlord employees or maintenance team will give the tenant 24 hours notice to clean up. Should the property not be suitably cleaned, arrangements will be made for a cleaner, costs shall be borne by the Tenant and shall be deducted from the Deposit.. (Cleaning fees start at \$35/hour plus GST).

Initials _____

23. Property Left Unattended

23.1 Whenever the Property is left unattended, the Tenant must fasten all locks to all doors and windows to prevent unauthorized access to the premises.

24 Moving Out

24.1 At the end of the Tenancy the Tenant shall give the Landlord vacant possession and shall return all the keys, personal effects and remove rubbish and leave the property and the Landlords fixtures and fittings in a clean and undamaged condition, fair wear and tear excepted.

25 Inventory Check, Cleaning and Return of Deposit

25.1 At the end of the tenancy, the Landlord shall perform such checks as are necessary as to the condition of the Property and the Landlord's fixtures, fittings and effects in the Property and/or as stated in the inventory. An appropriate deduction shall be made from the Deposit by the Landlord where he determines that any part in or about the Property and/or any of the fixtures, fittings and effects require repair, replacing or making good where such loss or damage has been caused during the Term of the tenancy

25.2 *At the end of the tenancy the Landlord shall arrange for the Property to be deep cleaned, so that the property is handed back in the same condition and state of repair as at the start of the tenancy; fee is \$50/pp*

25.3 The cost of any extra cleaning to return the property to the same condition and state of repair as at the start of the tenancy, fair wear and tear excepted, shall be borne by the Tenant and shall be deducted from the

25.4 If after the expiration of tenancy any property of the Tenant or any other third party remains in or on the Property the Landlord may dispose of the said property as he sees fit. In such an event, the Landlord may make a reasonable deduction for any costs and charges he incurs for removal and disposal.

25.5 The landlord provides a mattress cover to protect the mattress from staining. This item is provided for your benefit to try and negate charges for mattress staining. This mattress cover will be expected to be laundered and put back on the bed at the end of tenancy. If this is not done and the mattress cover is missing or is soiled or stained then the cost of a replacement (\$25) will be deducted from your deposit at the end of tenancy. Please note this is not an under sheet and is not to be used as such.

Further bedding provided: Duvet, and Duvet Cover is expected to be returned clean and in good condition.

Replacement duvet \$100 Duvet Cover \$50

25.6 The deposit or the balance of the deposit, taking into account the matters above, shall be returned to the Tenant within 10 days of the Tenant vacating the Property providing no deductions are made.

25.7 All bedding (Mattress pad, duvet and duvet cover) should be returned and in good clean condition.

Laundry fee \$50 replacement fee Mattress pad \$25, Duvet \$100, Duvet Cover \$50, Single Mattress \$250, Double (full) Mattress, \$350.

25.7 Move is out by 11am, late move out is \$25 or tenants not prepared for move out will be fined \$25pp.

Initials_____

26 Charges and Expenses

26.1 In the event of a breach of the Tenancy Agreement by the Tenant (including late payment of rent), the following charges may be made:

(a) an administration charge of \$25 may be made for each telephone call or email dealing with any matters arising from a breach of the Tenancy Agreement;

Any or all of these charges may be waived at the discretion of the Landlord.

26.2 The Tenant shall be liable for all costs and expenses incurred by the Landlord (including but not limited to legal and professional fees) arising from any breach of the Tenancy Agreement by the Tenant including such costs and expenses in or incidental to the recovery from the Tenant of any rent arrears or the service of any notice relating to any breach by the Tenant of any of his/her obligations.

26.3 If you do not wish to proceed with the reservation or wish to break a current tenancy agreement you are legally responsible to pay the agreed instalment payment in full and on time until the end of the fixed period of the tenancy agreement. Your options are to continue with the tenancy and pay the instalment payment, or find a suitable replacement tenant to take your place. If a new tenant is found and consequently signs a new agreement, the landlord may be in a position to formally release you from your responsibilities, as long as all rent payments are paid in full up to the date of release.

If you or the landlord find a replacement tenant your liability would be limited to the reasonable expenses incurred by your landlord plus the instalment payments in full until the date when new tenant moves in. The normal charge to the outgoing tenant to break the tenancy is \$150 should they find a suitable replacement tenant, or \$300 should the landlord be required to find a suitable replacement. Note we do not permit change in tenants for the last month of tenancy.

Initials_____

The landlord is under no obligation to release you from the terms and conditions of this agreement. Any Booking fees and instalments paid are non-refundable and any deposit held will be returned only after deductions have been made to cover the costs incurred by the landlord and/or his agents.

27 Notices

27.1 Any notice required to be served under this Agreement shall be emailed to the tenant at the email address supplied on this contract, or in the case of the Landlord notices should be directed to to Info@GapYearCanada.com, who manage the brand Banff Accommodation.

28 Non-smoking

28.1 Smoking is not permitted within the property. The Tenant agrees that neither they, nor their guests will smoke tobacco or any other substance either inside the property or directly outside the property, including not smoking leaning out of windows. If smoking or evidence that The Tenant or their guests have smoked within the property during tenancy, the Landlord reserves the right to charge in full for cost of cleaning of all carpets, all hard/soft furnishings, redecoration of areas affected by tobacco or smoke. If there are any cigarette burns in the carpets or hard or soft furnishings the cost of replacement will be charged in full and all tenants are at risk of losing their full security deposit. In addition, under Canadian laws you can be fined \$500 for smoking inside.

27.2 ****No Illegal Drugs or drug paraphernalia are allowed on the property at any time. Any drugs found on the property will result in a 24 hour notice of eviction and those responsible will be asked to leave the property without written warnings or reminders.**

Initials_____

The Landlord hereby agrees to let the premises and the Tenant hereby agrees to take the premises for the agreed price for the season, period and in accordance with the conditions stated within this Agreement.

Three Strike Policy: If an individual fails to respect ANY of the above house rules a verbal reminder will be given the first time, and a written warning the second time. IF there is a third time, the individual will be required to vacate the property within 24 hours and will not be allowed to return to any properties managed by Banff Accommodation and or Gap Year Canada. Furthermore, you will need to find alternative accommodation at your own cost.

I have read, understand & agree to the terms and conditions of this accommodation agreement.

Tenant Name:

Signature:

Date:

Contact Number:

Email Address:

Home Address

City:

Country:

ID #:

Copy of Passport/Drivers Licence

Property Manager:

Signature:

T.

E.

****Mail is not delivered to your house in Banff, your postal address:
Your Name, General Delivery, Banff, Station Main, Alberta, Canada, T1L 1H1**